



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

FEB 11 2016

REPLY TO THE ATTENTION OF:

LC-8J

**CERTIFIED MAIL 7011 1150 0000 2640 2303**  
**RETURN RECEIPT REQUESTED**

Mr. Anthony Perry  
President  
A. Perry Builders  
118 East Cook Avenue  
Libertyville, Illinois 60048

Re: Notice of Intent to File Administrative Complaint against A. Perry Builders,  
Libertyville, Illinois

Dear Mr. Perry:

The U.S. Environmental Protection Agency, Region 5, plans to file an Administrative Complaint for civil penalties against A. Perry Builders (you). We will allege that during calendar year 2015 you directed and performed renovations, for compensation, at a residence which disturbed lead-based paint surfaces, but you failed to provide the owner of the residence with required standard lead-based paint information in violation of the regulation at 40 C.F.R. § 745.84(a)(1); and that you failed to retain all records necessary to demonstrate compliance with work practice standards requirements, in violation of the regulation at 40 C.F.R. § 745.86(b)(7) as promulgated under 15 U.S.C. § 2682 of the Toxic Substances Control Act (TSCA). We plan to propose a civil penalty of \$38,500 in the Complaint based upon the information currently available to us.

This letter is not a demand to pay a penalty. We will not ask you to pay a penalty until we file the Complaint or a Final Order. Before filing the Complaint, we are giving you the opportunity to present any information that you believe we should consider. Relevant information might include evidence that you did not violate the law; evidence that you relied on compliance assistance from EPA or a state agency; evidence that we identified the wrong party; or financial data bearing on your ability to pay a penalty.

EPA instituted a pilot program to reduce certain lead-based paint penalties for very small businesses with annual sales or gross pre-tax revenue of \$300,000 or less ("micro-businesses").

If you believe that you will be unable to pay the \$38,500 penalty because of financial reasons, please send us certified, complete financial statements including balance sheets, income statements and all notes to the financial statements, along with your signed income tax returns including all schedules and amendments, for the past three years. Also, please complete and return the enclosed "Form 4506-T" authorizing the Internal Revenue Services to release transcripts of your tax returns with all schedules and amendments to EPA for the past three years.

You may assert a claim of business confidentiality under 40 C.F.R. Part 2, Subpart B, for any portion of the information you submit to us. Information subject to a business confidentiality claim is available to the public only to the extent allowed by 40 C.F.R. Part 2, Subpart B. If you fail to assert a business confidentiality claim, EPA may make all submitted information available, without further notice, to any member of the public who requests it.

We may use any information you submit in support of an administrative, civil, or criminal action.

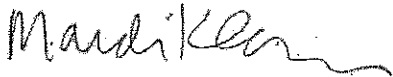
Within ten business days after you receive this letter, please send your response to:

Pamela Grace (LC-8J)  
Pesticides and Toxics Compliance Section  
U.S. EPA, Region 5  
77 West Jackson Boulevard  
Chicago, Illinois 60604

We plan to file the Complaint against you unless you give us information that the Complaint is not substantially justified.

If you have any questions, please telephone Ms. Grace at (312) 353-2833 or e-mail her at [grace.pamela@epa.gov](mailto:grace.pamela@epa.gov). Thank you for your prompt attention to this matter.

Sincerely,



Mardi Kleys  
Chief  
Chemicals Management Branch  
Land and Chemicals Division



# A. PERRY BUILDERS, LLC.

118 E. COOK AVE.

LIBERTYVILLE, IL 60048

OFFICE: 847.549.0668

FAX: 847.549.8320

## STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION

This Standard Form of Agreement Between Owner and Contractor for Construction (the "Agreement") is entered into this 10th day of November, 2014 by and between A. Perry Builders, L.L.C. ("Contractor") and Chris & Anne Hart ("Owner") for the remodeling of the existing residence located at 1323 Ashland Ave., Wilmette, Illinois (the "Project Site").

### ARTICLE 1 - THE WORK OF THIS AGREEMENT

1.1 The Work. The Work consists of all of the construction, procurement and administration services to be performed by Contractor under this Agreement, as well as any other services which are necessary to complete the Work in accordance with the "Scope of Work" as set forth in Exhibit A, attached hereto and made a part hereof and the Allowances, Clarifications, Assumptions and Exclusions as set forth in Exhibit B, attached hereto and made a part hereof. Contractor shall fully execute the Work except to the extent specifically indicated in this Agreement to be the responsibility of Owner.

1.2 Substantial Completion. Substantial Completion of the Work occurs on the date when, (1) upon the mutual, good faith agreement of Owner and Contractor, the Work is sufficiently complete in accordance with the Agreement so that Owner can begin to occupy or utilize the Work, or the designated portion, for the use for which it is intended, and (2) if required by the Village of Wilmette as a condition to such use and occupancy, a certificate of occupancy or conditional certificate of occupancy has been issued by the Village of Wilmette. Owner shall not take any action to delay the issuance of said certificate.

1.3 Final Completion. Final Completion of the Work occurs on the date when (1) upon the mutual, good faith agreement of Owner and Contractor, all remaining items referred to in Section 6.6 are complete in accordance with the Agreement, and (2) an unconditional certificate of occupancy has been issued by the Village of Wilmette. Owner shall not take any action to delay the issuance of said certificate.

### ARTICLE 2 - GENERAL PROVISIONS

Initials:

A handwritten signature in black ink, appearing to be 'CH'.

A handwritten signature in black ink, appearing to be 'AH'.

A handwritten signature in black ink, appearing to be 'AP'.

A. Perry Builders, LLC. 847-549-0668 118 E. Cook Ave. Libertyville, IL 60048 [aperryhomes.com](http://aperryhomes.com)

2.1 Contractor shall furnish construction services and use its best efforts to perform the Work in an expeditious manner consistent with good construction practices. Owner shall endeavor to promote harmony and cooperation among Owner, Contractor and others.

2.2 Contractor represents that it is an independent contractor and that in its performance of the Work it is and shall act as an independent contractor.

2.3 Neither Contractor nor any of its agents or employees will act on behalf of or in the name of Owner unless authorized in writing by Owner.

2.4 Prior to the execution of this Agreement, Contractor presented to Owner a Consumer's Rights Brochure entitled "Home Repair: Know Your Consumer Rights" and Owner executed the brochure. A copy of the executed Consumer's Rights Brochure is attached hereto for reference only as Exhibit C.

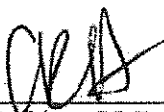
### ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES

3.1 Contractor shall take necessary precautions for the safety of its employees at the Project Site and shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons on or adjacent to the Project Site. Contractor, directly or through its Subcontractors, shall erect and properly maintain necessary safeguards for the protection of workers and the public. All costs associated with the foregoing are included in the Contract Price. However, Contractor shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from any work at the Project Site being performed by someone other than Contractor, a Subcontractor or Sub-subcontractor.

3.1.1 Contractor shall be responsible for scheduling inspections of the Work at such times as are necessary or required by the building department of the Village of Wilmette. The cost of correcting any Work to meet applicable building codes or other governmental requirements, and the cost of uncovering and replacing any of the Work to allow for visual inspection of underlying portions of the Work shall be included in the Contract Price and will not result in a Change Order that increases the Contract Price.

3.1.2 Contractor shall assign a project foreman (the "Foreman") who will be responsible for supervising the Work and communicating with Owner regarding the progress of the Work. In the event no work is performed on the Project Site for a period of more than five (5) work days, the Foreman shall explain to Owner the reason for the stoppage and confirm to Owner whether the stoppage is likely to cause an extension of the Contract Time. Upon Owner's request, Contractor shall provide to Owner a schedule of the Work showing the estimated time for completion of the various major portions of the Work.

Initials:



3.2 Contractor may perform work at the Project Site directly or by Subcontractors.

3.3 Contractor's Limited Warranties to Owner

3.3.1 Notwithstanding anything contained herein to the contrary, for a period of one (1) year following the date of Substantial Completion of Contractor's Work, Contractor warrants to Owner that its Work will conform to the requirements of the Contract Documents, and the standard of Workmanship set forth in Section 3.3.2. Work not conforming to these requirements may be considered "Defective Work," excluding the consequence(s) of usual wear and tear and aging or lack of proper care and maintenance. During the foregoing one (1) year period, Contractor will repair or replace Defective Work. Contractor's obligation to repair or replace the Defective Work provides the sole and exclusive remedy to, and provides the sole and exclusive damages of, Owner for any action asserted against the Contractor arising out of or relating to the Defective Work.

3.3.2 All Workmanship shall conform to the guidelines found in Residential Construction Performance Guidelines, Fourth Edition, National Association of Homebuilders, 2010 (or the most recent edition after 2010, if any) unless the Contract Documents specify otherwise, and to all applicable building codes and governmental requirements. If an item of Work is not addressed in that publication, the standards of workmanship for fit, finish and quality of materials for the same or similar items of work by local trade practice shall govern. Defective Work shall be any portion of the Work that does not meet the foregoing standards. Subjective, third party evaluation of the Work shall not constitute a construction standard or the grounds for rejection of the Work or any part thereof. In the event the parties cannot agree on whether any item of Work meets the standard of Workmanship set forth in this Section, the opinion of an independent, third-party contractor or architect mutually designated by the parties shall control.

3.3.3 Owner shall be required to provide Contractor with written notice of Defective Work promptly upon discovery, but in no event more than one (1) year following the date of Substantial Completion of the Work, and shall allow Contractor a reasonable period of time to investigate and repair or replace such Defective Work. If within the one-year warranty period Owner discovers and does not promptly notify Contractor or give Contractor an opportunity to test and/or correct Defective Work as reasonably requested by Contractor, Owner waives Contractor's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.3.4 Other Warranties. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF HABITABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

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### 3.4 Contractor's Responsibility for Hazardous Materials

3.4.1 A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to a statutory or regulatory requirement governing handling, disposal and/or clean-up. Contractor shall not be obligated to commence or continue work until any Hazardous Material discovered at the Project Site has either been removed or rendered or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate government agency.

3.4.2 If after the commencement of the Work, Hazardous Material is discovered at the Project Site, Contractor shall be entitled to immediately stop Work in the affected area. Contractor shall report the condition to Owner.

3.4.3 Contractor shall not be required to perform any work relating to, or in the area of, Hazardous Material without written mutual agreement.

3.4.4 If Contractor incurs additional costs and/or is delayed due to the presence or remediation of Hazardous Material, Contractor shall be entitled to an equitable adjustment in the Contract Price and/or the Contract Time (as those terms are hereinafter defined).

3.4.5 To the extent that the presence of Hazardous Material at the Project Site is not caused by the negligent acts or omissions of Contractor, its Subcontractors and Sub-subcontractors, and the agents, officers, directors and employees of each of them (collectively the "Contractor Indemnitees"), Owner shall defend, indemnify and hold harmless the Contractor Indemnitees, from and against any and all direct claims, damages, losses, costs and expenses, including but not limited to attorney's fees, costs and expenses incurred in connection with any dispute resolution process, arising out of or relating to the performance of the Work in any area affected by Hazardous Material. To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract, or strict liability of Owner.

3.5 Professional Services. Unless otherwise set forth in this Agreement, Owner shall be responsible for providing all professional services when required for Contractor's prosecution of the Work. Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless Contractor needs to provide such services in order to carry out its responsibilities for construction means and methods. Contractor shall not be required to provide such services in violation of existing laws, rules and regulations in the jurisdiction where the Project Site is located. Notwithstanding the foregoing, Owner shall not be charged for the services of the Contractor's architect who prepared the plans and specifications for the Work ("Contractor's Architect"), who shall inspect the Work at necessary or appropriate stages of the Work to verify that the Work has been completed in compliance with the

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requirements of this Agreement. Any costs associated with such inspections are included in the Contract Price.

3.6 Concealed or Unknown Site Conditions. If the conditions at the Project Site are (a) different from those reasonably contemplated by Contractor in determining the Contract Price, or (b) unusual or unknown physical conditions which are different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in this Agreement, then prompt notice shall be given to Owner as soon as practicable after discovery. If appropriate, an equitable adjustment to the Contract Price and Contract Time shall be made by Change Order.

3.7 Contractor's Indemnity. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold Owner harmless from all claims for bodily injury and property damage, other than to the Work itself and other property insured under Article 9, that may arise from the performance of the Work to the extent of the negligence attributed to such acts or omissions by Contractor, Subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Contractor shall not be required to indemnify or hold harmless Owner for any negligent acts or omissions of Owner or such other persons or entities or anyone for whom Owner is directly or indirectly responsible. Contractor shall also indemnify, defend and hold Owner harmless from all claims made or liens filed Subcontractors or material vendors for non-payment for labor, materials or services rendered in connection with the Work, except to the extent that such claim or lien results from Owner's default in making timely payment of any amount due and payable under this Agreement or results from Owner's wrongfully disputing the compliance of the Work or portion thereof with the terms of this Contract.

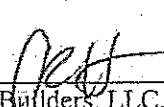
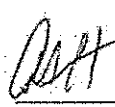

#### ARTICLE 4 - OWNER'S RESPONSIBILITIES

4.1 Information And Services. Any information or services to be provided by Owner shall be provided in a timely manner.

4.2 Owner Furnished Information. Owner agrees to comply with the Selections Deadline Schedule attached as Exhibit E. Days will be added to the Contract Time if Owner fails to submit final approvals or selections specified in the Selections Deadline Letter. Owner agrees to utilize Contractor's online project management system for all written communication, selections, scheduling and approvals.

4.2.1 Substitutions. Contractor shall not make, and shall not allow any Subcontractor or Sub-subcontractor to make, any substitution of any Selection made by Owner without Owner's prior consent, in Owner's sole discretion, and Owner shall have the right to require Contractor to remove and replace without cost to Owner any item that was substituted without Owner's consent.

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4.2.2 Except to the extent that Contractor has actual knowledge of any inaccuracy, Contractor is entitled to rely on information furnished by Owner, including the following site information, which is to be furnished at Owner's expense and with reasonable promptness.

.1 information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data or drawings depicting existing conditions and

.2 any other information or services requested in writing by Contractor which is relevant to Contractor's performance of the Work.

4.3 Building Permit, Fees And Approvals. Contractor shall be responsible for securing and paying for all permits, approvals, easements, assessments and fees required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit. The permit fees are a line item allowance on the budget.

#### ARTICLE 5 - CONTRACT TIME


5.1 Date of Commencement. The Work will commence within two (2) weeks of issuance of permit or execution of Agreement, whichever is later.

5.2 Contractor shall use its best efforts to complete its work within 150 calendar days from the Date of Commencement (the "Contract Time").

5.3 The Contract Time and Contract Price shall be equitably extended by Change Order if Contractor is delayed at any time in the commencement or the progress of the Work by any justifiable cause beyond Contractor's reasonable control including but not limited to any of the following: an act or omission of Owner or anyone for whom Owner is directly or indirectly responsible; changes ordered in the Work; labor disputes; fire; hazardous materials; adverse weather conditions not reasonably anticipated; concealed or unknown conditions; or delay authorized by Owner. No extension of the Contract Time shall be allowed unless Contractor notifies Owner of the event or circumstances that justify the extension within ten (10) days after the occurrence of such event or circumstances, unless such event or circumstances was caused by Owner.

#### ARTICLE 6 - PAYMENT

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6.1 Contract Price. The Contract Price is Two Hundred Twenty Eight Thousand Two Hundred Seventy Seven and 00/100 Dollars (\$228,277.00), subject to adjustment in accordance with the provisions of this Agreement.

6.2 Allowances

6.2.1 Contractor shall include in the Contract Price all allowances stated in Exhibit B. Items covered by allowances shall be supplied for such amounts and by such persons or entities as Owner may direct, but Contractor shall not be required to employ persons or entities to whom Contractor has reasonable objection.

6.2.2 Unless otherwise provided in this Agreement:

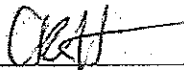
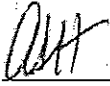
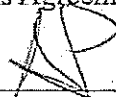
.1 allowances shall cover the cost to Contractor of materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the Project Site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;

.3 whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Subparagraph 6.2.2.1 and (2) changes in Contractor's costs under Subparagraph 6.2.2.2.

6.3 Initial Payment. Prior to Contractor's obligation to commence the performance of the Work under this Agreement, Owner shall make an initial payment of Forty Five Thousand Six Hundred Fifty Five and 00/100 dollars (\$45,655.00). (the "Initial Payment"). The Initial Payment shall be held by Contractor and not be used for any purpose other than under this Contract and shall be credited against the final payment or payments that come due under this contract, not including the amount to be withheld for payment of the remaining items referred to in Sections 6.6 and 6.7.2. Notwithstanding the foregoing, in the event that Owner, without justification, fails to pay an Application for Payment (as hereinafter defined) within the time required by this Agreement, Contractor, upon forty-eight (48) hours written notice to Owner, shall have the right to apply the Initial Payment toward the outstanding Application for Payment. If Contractor exercises such right to apply the Initial Payment, Owner shall replenish the Initial Payment within forty-eight (48) hours after receipt of written notice from Contractor of Contractor's application of the Initial Payment to such outstanding Application for Payment. If the Initial Payment is not replenished, Contractor shall, upon written notice to Owner, have the right to suspend the Work until such time as the Initial Payment is replenished. If the Initial Payment is not replenished within seven (7) days after receipt of Contractor's notice of suspension, the Contractor shall have the right to terminate this Agreement.

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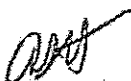
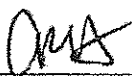
6.4 Application for Payment. On or after the forty fifth (45th) day after the commencement of the Work and at not less than thirty (30) day intervals thereafter, Contractor shall submit to Owner an itemized Application for Payment for materials incorporated into the Work or stored on-site and/or for labor and services performed for the Work up to that date. Such Application for Payment shall be notarized, if required, and supported by such documentation substantiating Contractor's right to payment as Owner may reasonably require, including without limitation a Contractor's Sworn Statement and partial lien waiver, and lien waivers (partial or full) as appropriate from Subcontractors and material suppliers who will be paid in the pending payment, a certification from Contractor's Architect that the Work completed up to the date of such Application for Payment has been completed in conformance with the requirements of this Agreement, and copies of any inspection reports issued by any governmental inspector prior to that date. Owner shall have the right to require that all payments be made through an owner's construction escrow established with a title company mutually designated by the parties. The cost of the escrow shall be paid by Owner. Owner shall make payment on a Contractor's Application for Payment within ten (10) days after receipt of all items required to be submitted in support of such Application for Payment. Provided, however, if Owner disputes Contractor's entitlement to a portion of the amount requested, Owner shall pay the undisputed portion within such ten (10) day period and shall provide Contractor with written notice setting forth the basis for the dispute. Owner and Contractor shall use good faith efforts to resolve such dispute. The amount withheld shall be immediately due and payable upon resolution of the dispute. Owner's payment of an Application for Payment or occupancy or use of the Project, whether in whole or in part, shall not be deemed to be an acceptance of any Work not conforming to the requirements of this Agreement.

6.5 Late Payments. If Owner fails to pay Contractor at the time payment of any amount becomes due, then Contractor may, in lieu of exercising its rights under Paragraph 6.3, above, suspend the Work upon five (5) day's written notice until payment of the amount owing has been received, in which case the Contract Time shall be equitably adjusted by Change Order or Contractor terminates this Agreement in accordance with Paragraph 8.1, below. Payments due but unpaid shall bear interest at the rate of 1.0% per month, and Contractor shall be entitled to recover all costs, including attorney's fees, incurred in enforcing payment.

6.6 Substantial Completion. Upon Substantial Completion of the Work, Owner shall pay Contractor the unpaid balance of the Contract Price, less 125% of the estimated value of the remaining items whichever is less, which amount shall be held by Owner (or in an escrow account if requested by Contractor) until Contractor completes any unfinished items. Owner thereafter shall pay Contractor the amount retained for unfinished items immediately upon the completion of each unfinished item.

6.7 Final Payment.

Initials:



6.7.1 Final Payment, consisting of the unpaid balance of the Contract Price, shall be due and payable when Contractor and Owner mutually, and in good faith, agree that the Work is fully completed. In accepting final payment, Contractor waives all claims except those previously made in writing and which remain unsettled. In making final payment, Owner waives all claims except for outstanding liens, claims made pursuant to Paragraph 3.3 of this Agreement, and terms of any special warranties required by this Agreement.

6.7.2 In the event that Owner and Contractor cannot mutually agree that the Work is finally complete, Owner shall pay Contractor the final payment less a sum equal to 125% of the estimated cost of completing any unfinished items. Owner thereafter shall pay Contractor the amount retained for unfinished items immediately upon the completion of each unfinished item.

#### ARTICLE 7 - CHANGES IN THE WORK

7.1 Owner may, at any time, make changes in the Work within the general scope of this Agreement consisting of additions, deletions or revisions. All such changes in the Work shall be authorized by a written document ("Change Order") and shall be performed under the applicable conditions of this Agreement. The Contract Price and Contract Time shall be equitably adjusted for such changes in the Work. The Contract Price shall be reduced by the amount of any cost savings and increased by the amount of any additional cost.

7.2 A Change Order is a written order signed by Owner and Contractor after execution of this Agreement, indicating changes in the Work, the Contract Price and Contract Time and substitutions proposed by Contractor and accepted by Owner. Owner and Contractor shall negotiate in good faith Change Orders including an appropriate adjustment to the Contract Price and Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price and Contract Time shall not be unreasonably withheld.

7.3 Performance of Changed Work. Contractor shall not be obligated to perform Changed Work until a Change Order has been executed by Owner and Contractor.

#### ARTICLE 8 - TERMINATION

8.1 Termination by Contractor:

8.1.1 Upon seven (7) days' written notice to Owner, Contractor may terminate this Agreement for any of the following reasons:

.1 if the Work has been stopped for a thirty(30) day period because of Owner's failure to pay Contractor in accordance with this Agreement;

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.2 if the Work is suspended by Owner for sixty(60) days;

.3 if Owner otherwise materially breaches this Agreement.

Upon termination by Contractor in accordance with this Paragraph, Contractor shall be entitled to recover from Owner payment for all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs and reasonable damages. In addition, Contractor shall be paid an amount calculated as set forth in Paragraph 8.3.

8.2 Termination by Owner for Cause. If Contractor persistently fails to perform any of its obligations under this Agreement, Owner may, after seven (7) days' written notice, during which period Contractor fails to perform such obligation, undertake to perform such obligations itself. The Contract Price shall be reduced by the cost to Owner of performing such obligations. Upon seven (7) days' written notice to Contractor, Owner may terminate this Agreement for any of the following reasons:

.1 if Contractor utilizes improper materials and/or inadequately skilled workers;

.2 if Contractor does not make proper payment to laborers, material suppliers or contractors; or a Subcontractor, Sub-subcontractor or material supplier file a mechanics' lien claim that the Contractor does not cause to be released or insured over within fifteen (15) days after Owner is informed of the existence of such lien; or

.3 if Contractor otherwise materially breaches this Agreement.

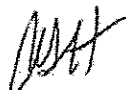
If Contractor fails to cure within the seven (7) days, Owner, without prejudice to any other right or remedy, may take possession of the site and complete the Work utilizing any reasonable means. In this event, Contractor shall not have a right to further payment until the Work is completed. In the event Owner exercises its rights under this Paragraph, upon the request of Contractor, Owner shall provide a detailed accounting of the cost, incurred by Owner.

8.3 Termination by Owner Without Cause. If Owner terminates this Agreement other than as set forth in Paragraph 8.2, Owner shall pay Contractor as set forth below:

.1 If Owner terminates this Agreement after commencement of the construction, Contractor shall be paid for the Work completed and materials stored as of the date of termination and shall be entitled to retain the Initial Payment.

.2 In no event shall Owner be obligated to pay Contractor an amount greater than the Contract Price.

Initials:



.3 Owner shall assume and become liable for obligations, commitments and unsettled claims that Contractor has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Agreement.

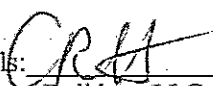
## ARTICLE 9 -INSURANCE

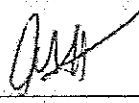
9.1 Contractor's Insurance. Contractor shall maintain Commercial General Liability Insurance at limits set forth in the certificate of insurance, which is attached hereto and made a part hereof as Exhibit D. Contractor's Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy. Owner shall be named as an Additional Insured Party on Contractor's Commercial General Liability policy. Certificates of insurance and endorsements to the insurance policies showing required coverage to be in force shall be provided to Owner prior to the commencement of the Work. Products and Completed Operations insurance shall be maintained for a minimum period of at least one year after either ninety (90) days following the date of Substantial Completion or final payment, whichever is earlier.

9.1.1 Subcontractors' Insurance. Prior to allowing any Subcontractor or Sub-subcontractor to perform any portion of the Work, Contractor shall obtain a certificate of insurance verifying that said party has substantially the same insurance coverage as maintained by Contractor (with limits of liability of at least \$1,000,000) and naming Contractor and Owner as additional insureds.

9.2 Owner's Insurance. Owner shall obtain and maintain property insurance in a form reasonably acceptable to Contractor upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall include as named insureds Owner, Contractor, Subcontractors and Sub-subcontractors. This insurance shall insure against loss from the perils of fire and extended coverage, and shall include "all risk" insurance for physical loss or damage including without duplication of coverage, at least: theft, vandalism, malicious mischief, transit, collapse, falsework, temporary buildings, debris removal, testing, and damage resulting from defective design, workmanship or material. Owner shall increase limits of coverage, if necessary, to reflect estimated replacement cost. Owner shall be responsible for any co-insurance penalties or deductibles, except to the extent the same are covered by any of the indemnity made by Contractor in this Agreement. If Owner occupies or uses a portion of the Work prior to its Substantial Completion, such occupancy or use shall not commence prior to a time mutually agreed to by Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsing the policy or policies. This insurance shall not be canceled or lapsed on account of partial occupancy. Consent of Contractor to such early occupancy or use shall not be unreasonably withheld. Upon Contractor's request, Owner shall provide Contractor with a copy of all policies before an exposure to loss may occur. Copies of any subsequent endorsements shall be furnished to Contractor.

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9.2.1 Contractor or Owner, as applicable, shall be given thirty(30) days' notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage. Owner shall give written notice to Contractor before commencement of the Work if Owner will not be obtaining property insurance. In that case, Contractor may obtain insurance in order to protect its interest in the Work as well as the interest of Subcontractors and sub-subcontractors in the Work. The Contract Price shall be increased by the cost of this insurance through a Change Order. If either Contractor or Owner is damaged by failure of either party to purchase or maintain any insurance coverage required under this Agreement or to so notify the other party, the non-complying party shall bear all reasonable costs incurred by ~~Contractor~~ <sup>other party</sup> arising from the damage.

9.3 Property Insurance Loss Adjustment. Any insured loss shall be adjusted with Owner and Contractor and made payable to Owner and Contractor as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Agreement.

9.4 Waiver of Subrogation. Owner and Contractor waive all rights against each other and any of their respective employees, agents, consultants, Subcontractors and Sub-subcontractors, for damages caused by risks covered by insurance, except such rights as they may have to the proceeds of such insurance held by Owner and Contractor as trustees. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

#### ARTICLE 10 -LIMITATION OF LIABILITY

10.1 Commencement of Statutory Limitation Period. As between Owner and Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued not later than the date of Substantial Completion or termination of this Agreement, whichever occurs first.

10.2 Limitation of Liability. Owner acknowledges that Contractor is a corporation and agrees that any claim made by Owner arising out of or pertaining to this Agreement shall be made against only Contractor and not against any director, officer, or employee of Contractor or any other company affiliated with Contractor.

10.3 Consequential Damages. Notwithstanding anything to the contrary in this Agreement, the Owner waives claims against Contractor and any of its Subcontractors for consequential damages arising out of or relating to this Agreement. This waiver includes, but is not limited to, damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management of employee productivity

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or of the services of such persons. Owner hereby releases Contractor, its consultants and its Subcontractors from any such liability. The foregoing waiver shall apply irrespective of whether Owner asserts a theory of liability in contract, tort or otherwise. This waiver is also applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

10.4 Exclusive Remedies. The remedies set forth in this Agreement are Owner's sole and exclusive remedies, and Owner expressly waives any and all other remedies that it may now or in the future have against Contractor, its consultants or its Subcontractors in tort, strict liability or otherwise except for claims of breach of this Agreement or breach of any of its warranties.

## ARTICLE 11-MISCELLANEOUS PROVISIONS

11.1 Assignment. Neither Owner nor Contractor shall assign their interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both parties, their partners, successors, assigns and legal representatives. Neither party to this Agreement shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Contractor than this Agreement. Contractor shall execute any consents reasonably required. In such event, the lender shall assume Owner's rights and obligations under this Agreement. If either party attempts to make such an assignment, that party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other party.

11.2 No Third Party Beneficiaries. The Contract is made for the sole benefit of Owner and the Contractor and there shall be no intended third party beneficiaries to this Agreement.

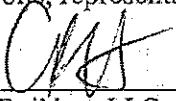

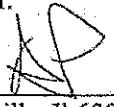
11.2.1 Governing Law. This Agreement shall be governed by the law in effect at the location of the Project.

11.3 Severability. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

11.4 No Waiver of Performance. The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

11.5 Extent of Agreement. This Agreement is solely for the benefit of the parties, represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral.

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11.6 Dispute Resolution: Any dispute regarding the interpretation of or performance under this Agreement shall be submitted to mediation in Chicago, Illinois, pursuant to the construction rules of the Judicial Arbitration Mediation Services (JAMS). If the parties cannot resolve their dispute, then the remaining disputed issues may be resolved through litigation. The legal fees and costs incurred by the prevailing party shall be assessed as part of the damages award in favor of the prevailing party and against the losing party.

This Agreement entered into as of the day and year first written above.

A. Perry Builders, LLC.

[OWNER]

By: \_\_\_\_\_

Anthony Perry  
President

\_\_\_\_\_

Chris Hart

\_\_\_\_\_

Anne Hart

Initials: \_\_\_\_\_

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## Exhibit "A"      Scope of Work

The scope of work for this project consists of the architectural drawings #14.127.R dated 7/8/14.

The Allowances, Clarifications, Assumptions and Exclusions as set forth in Exhibit B, attached hereto and made a part hereof.

No other work is included in this scope.

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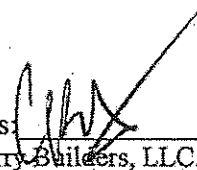


## Exhibit "B"

### Allowances, Clarifications, Assumptions and Exclusions

#### Allowances:

Description	Amount
Permits & Fees	\$5,761
Sewer / Water / Storm / Gas	\$0
Site Costs (Utilities, etc.)	\$0
Site Engineering & Surveys	\$1,000
Site Preparation & Protection	\$1,000
Temporary Utilities	\$0
Appliances	\$1,800
Cabinetry	\$12,000
Closet Interiors	\$1,000
Hardware (Cabinets and doors)	\$500
Light Fixtures	\$2,500
Low Voltage	\$1,000
Tile Labor	\$1,232
Tile Material	\$1,900
Wood Flooring (Material & Labor)	\$4,700
Landscape / Hardscapes	\$10,000

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## Exhibit "B"

### Clarifications:

Pricing based on A. Perry Designs & Builds, P.C. prints dated 7/8/14 "Issued for Bid" with the following exceptions:

The cost of any permit revisions requested by the Village of Wilmette have not been accounted for.

New second-floor laundry includes electric dryer only; does not include new gas line to dryer.

All existing HVAC equipment & ductwork to remain. Includes only new supply / return ductwork to Mud Rm., Eating Area, & B.R. #5.

Electric in-floor radiant floor heating with digital thermostat is included in Mud Rm.

Family Rm. painting is not included.

Alternates & Value Engineering					
Item		Description	Cost Allowance (Approximate)	Selected	Notes
1	Exterior	Provide new vinyl siding @ new addition & existing siding areas in lieu of L.P. Smartside siding.	<del>(\$2,000)</del>	No	
2	2nd Floor Laundry	Eliminate new stackable washer/dryer at 2nd floor existing hall closet.	<del>(\$4,950)</del>	No	Includes elimination of Appliance Allowance
3	Electric	Provide new 200A underground electrical service & meter box. Existing 200A panel in basement to remain. Includes \$4,000 Allowance for underground directional-bore by ComEd.	\$5,600	No	
4	Insulation	Provide open-cell spray foam at new addition exterior walls in lieu of fiberglass batts.	\$1,500	No	
5	Windows	Provide new double-hung with 1/2 round transom to match existing 2nd floor hall window & grill patterns in lieu of relocating existing.	\$3,465	No	
6	Windows	Provide custom wood snap-in grilles to fit existing picture windows @ Rear Elevation.	\$1,175	No	
7	HVAC	Existing HVAC equipment to remain, no changes to existing ductwork. Provide new supply / return ductwork to affected spaces only (Mud Rm., Eating Area, BR #5)	(\$9,590)	Yes	
8	Mud Rm.	Provide electric in-floor radiant heating with digital thermostat at Mud Rm. floor.	\$2,460	Yes	
9	Painting	Eliminate painting existing Family Rm.	(\$5,200)	Yes	

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**Assumptions:**

None

**Exclusions:**

Proposal does not include cleanup of any hazardous materials or hidden objects found below grade.

If asbestos or lead paint is encountered, all work will be stopped until a licensed and certified removal contractor has removed the material per the City or State requirements. This removal contractor, as well as any fees incurred by the removal process, is the responsibility of the home owner.

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# Exhibit "C"

## "Home Repair: Know Your Consumer Rights" Consumer's Rights Brochure

### CONTRACTS

- (1) Get all estimates in writing.
- (2) Do not be induced into signing a contract by high-pressure sales tactics.
- (3) Never sign a contract with blank spaces or one you do not fully understand. If you are taking out a loan to finance the work, do not sign the contract before your lender approves the loan.
- (4) Remember, you have 3 business days from the time you sign your contract to cancel any contract if the sale is made at your home. The contractor cannot deprive you of this right by initiating work, selling your contract to a lender, or any other tactic.
- (5) If the contractor does business under a name other than the contractor's real name, the business must either be incorporated or registered under the Assumed Business Name Act. Check with the Secretary of State to see if the business is incorporated or with the county clerk to see if the business has registered under the Assumed Business Name Act.
- (6) Homeowners should check with local and county units of government to determine if permits or inspections are required.
- (7) Determine whether the contractor will guarantee his or her work and products.
- (8) Determine whether the contractor has the proper insurance.
- (9) Do not sign a certificate of completion or make final payment until the work is done to your satisfaction.
- (10) Remember, homeowners should know who provides supplies and labor for any work performed.

**Consumer Rights Acknowledgment Form**  
*Homeowner Acknowledgment*  
 I, the homeowner, have received from the contractor a copy of the pamphlet entitled "Home Repair: Know Your Consumer Rights."

Signature of Homeowner \_\_\_\_\_  
 Date \_\_\_\_\_  
 Signature of Contractor or Representative \_\_\_\_\_

Date \_\_\_\_\_  
 Name and Address of Contractor's Business  
 A. Perry Builders, L.L.C.  
 118 E. Cook Ave., Libertyville, IL 60048

**Consumer Rights Acknowledgment Form**  
*Contractor Acknowledgment*  
 I, the contractor, have received from the consumer a copy of the pamphlet entitled "Home Repair: Know Your Consumer Rights."

Signature of Homeowner \_\_\_\_\_  
 Date \_\_\_\_\_  
 Signature of Contractor or Representative \_\_\_\_\_

Date \_\_\_\_\_  
 Name and Address of Contractor's Business  
 A. Perry Builders, L.L.C.  
 118 E. Cook Ave., Libertyville, IL 60048

# Exhibit "C"

"Home Repair: Know Your Consumer Rights" Consumer's Rights Brochure

## HOME REPAIR: KNOW YOUR CONSUMER RIGHTS

As you plan for your home repair/improvement project, it is important to ask the right questions in order to protect your investment. The tips in this fact sheet should allow you to protect yourself and minimize the possibility that a misunderstanding may occur.

### IF YOU THINK YOU HAVE BEEN DEFRAUDED OR YOU HAVE QUESTIONS

If you think you have been defrauded by a contractor or have any questions, please bring it to the attention of your State's Attorney or the Illinois Attorney General's Office.

#### Attorney General

#### Toll-free Numbers:

Springfield	ASB/IS 242-40618
TTY	487-7611/487-4611
Chicago	ISB/IS 386-5438
TTY	487-0941/487-1819
Carbondale	487-2443/487-2443
TTY	487-6753/487-6753

Visit the Attorney General's Web site at  
[www.IllinoisAttorneyGeneral.gov](http://www.IllinoisAttorneyGeneral.gov)

Revised by permission of the Illinois Attorney General's Office  
Last updated: 10/2004

### AVOIDING HOME REPAIR FRAUD

Please use extreme caution when confronted with the following warning signs of a potential scam:

- (1) Do not discuss the project with any local business, family, or friends who offer to do home repair work for substantially less than the market price.
- (2) If a contractor requests a deposit, obtain a company that lists only a telephone number or a post office box number to contact. Particularly if it is an out-of-state company.
- (3) Contractors who fail to provide customer references when requested.
- (4) If a contractor attempts to convert your home to cash, the contractor may be into your home under the name of a company that is not a legitimate business. Obtain a company's name and address and call the company to verify the address.
- (5) Contractors who demand cash payment for a job or who ask you to make a check payable to a person other than the owner or company name.
- (6) Check with a contractor to find out if the bank in which he/she is to get the work.

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# Exhibit "D"

## Certificate of Commercial General Liability Insurance

<b>ACORD</b> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 12/23/2013
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.		
IMPORTANT: If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).		
PRODUCER Ashford General Insurance Agency, LLC 118 W Kinzie St 3rd Floor Chicago IL 60654	AGENT NAME Samantha Olivas PHONE (312) 923-3301 FAX (312) 923-3300 EMAIL solivas@ashfordins.com	POLICY NUMBER 001000001000000000
INSURED A. Perry Builders, LLC 118 E. Cook Ave. Libertyville IL 60048	COVERAGE CERTIFICATE NUMBER CL1382100205 REVISION NUMBER 001000001000000000	POLICY TYPE 001000001000000000
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS OF COVERAGE MAY BE DIFFERENT FROM THOSE INDICATED BY THIS CERTIFICATE.		
POLICY TYPE 001000001000000000	TYPE OF INSURANCE 001000001000000000	LIMITS 001000001000000000
A COMMERCIAL GENERAL LIABILITY 001000001000000000	001000001000000000	001000001000000000
B COMMERCIAL AUTOMOBILE LIABILITY 001000001000000000	001000001000000000	001000001000000000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Schedule, if more space is required)		
CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
AUTHORIZED REPRESENTATIVE Sean, McCall/SAC		

ACORD 25 (2010/05)  
 BK5025 (05/2010)

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## Exhibit "E" Selections Deadline Schedule

Client:	
Phone:	
<b>SELECTIONS CONFIRMATION, GROUP 1</b>	
DUE 15 days after Project start	
	Window and Patio Doors (includes design, swing direction, clad color, and hardware finish)
	Exterior Door (service doors, patio doors, front door)
	Front Door Design (client sign-off of shop drawings required)
	Front Door Hardware (see specifications phase #22)
	Garage Door Design and Material (client sign-off shop drawings required for custom design)
	Exterior Paint and Stain Colors
	Exterior Brick and Stone
	Stucco Color and Finish (field and trim)
	Gutters (including style and color)
	Roofing (style and color/finish)
	Duradeck (if applicable)
	All interior and exterior door hardware (includes style, finish, and hinge color)
	Stair and Railing Design (client sign-off of shop drawings required)
	Fireplace design and materials (client sign-off of shop drawings required)
	Water Treatment (water softener or other whole house system)
	Low Voltage (selection of contractor must be confirmed at this time)

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## Selections Deadline Schedule (Continued)

SELECTIONS CONFIRMATION, GROUP 2	
DUE AT COMPLETION OF ROUGH FRAMING	
	Appliances
	Plumbing Fixtures (includes interior spas)
	Water System (reverse osmosis, etc.)
	Cabinetry
	Low Voltage (finalize scope of work with low voltage contractor)
SELECTIONS CONFIRMATION, GROUP 3	
DUE AT COMPLETION OF ROOF SHEATHING	
	Electrical (You will have an on-site electrical walk-through)
	Electrical Devices (material, color and style)
	Low-Voltage (You will have an on-site electrical walk-through)
	Flooring Selections (includes material and design)
	Tile Selections (includes design and materials of all floors, walls, back and side splashes)
	Interior Trim (includes trim profiles, material, and finish)
	Interior Doors (includes design, material and finish)
	Countertop Selections
	Fireplace Slabs (hearth and/or surround)
	Light Fixtures
	Lighting Control system Layout (electrical walk-through will be scheduled by your superintendent)
	Light Fixture Layout (electrical walk-through will be scheduled by your superintendent)

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## Selections Deadline Schedule (Continued)

SELECTIONS CONFIRMATION, GROUP 4	
DUE AT START OF DRYWALL	
	Exterior Deck Layout
	Hardscape Design (includes patios, driveways, and walkways)
	Pool or Spa (exterior)
	Closet Design and Selections
	Carpet Selections
	Stained/Leaded Glass Inserts
SELECTIONS CONFIRMATION, GROUP 5	
DUE AT WALL PRIMING	
	Bathroom accessories
	Paint Colors for walls, ceiling and trim
	Stain Colors for Hardwood Flooring
SELECTIONS CONFIRMATION, GROUP 6	
	Tagging all stone slabs (takes place 2-4 weeks prior to cabinetry installation)
	Mirrors and Shower Doors (glazing walk-through will be scheduled by your superintendent after tile installation)

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# Future Sample Pre-Renovation Form

This sample form may be used by renovation firms to document compliance with the Federal pre-renovation education, lead-based paint, repair, and painting regulations.

## Occupant Confirmation

### Pamphlet Receipt

- ☒ I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

### Owner-occupant Opt-out Acknowledgment

- ☐ I am certain that I own and live in this property, that no child under the age of 6 resides here, that no pregnant woman resides here, and that this property is not a child-occupied facility.

**Note:** A child resides in the primary residence of his or her custodial parents, legal guardians, foster parents, or informal caretaker if the child lives and sleeps most of the time at the caretaker's residence.

**Note:** A child-occupied facility is a pre-1978 building visited regularly by the same child under 6 years of age, on at least two different days within any week, for at least 3 hours each day, provided that the visits total at least 60 hours annually.

- ☐ Box A is checked, check either Box B or Box C, but not both.

☐ I request that the renovation firm use the lead-safe work practices required by EPA's Renovation, Repair, and Painting Rule.

☐ I understand that the firm performing the renovation will not be required to use the lead-safe work practices required by EPA's Renovation, Repair, and Painting Rule.

Printed Name of Owner-occupant

Signature of Owner-occupant

11/14/14  
Signature/Date

## Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

☐ **Declined** — I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.

☐ **Unavailable for signature** — I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left): \_\_\_\_\_

Printed Name of Person Certifying Delivery

Attempted Delivery Date

Signature of Person Certifying Lead Pamphlet Delivery

Unit Address

**Note Regarding Mailing Option** — As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least seven days before renovation. Mailing must be documented by a certificate of mailing from the post office.

**Note:** This form is not effective until April 2010.